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Jacqueline Marcus  
Garrett A. Fail  
Sunny Singh

*Attorneys for Debtors  
and Debtors in Possession*

**UNITED STATES BANKRUPTCY COURT  
SOUTHERN DISTRICT OF NEW YORK**

|  |                                |
|--|--------------------------------|
|  | -----x                         |
| <b>In re</b>                               | :                              |
| <b>SEARS HOLDINGS CORPORATION, et al.,</b> | :                              |
| <b>Debtors.<sup>1</sup></b>                | :                              |
|  | :                              |
|  | -----x                         |
|  | :                              |
|  | <b>Chapter 11</b>              |
|  | :                              |
|  | <b>Case No. 18-23538 (RDD)</b> |
|  | :                              |
|  | <b>(Jointly Administered)</b>  |
|  | :                              |

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are as follows: Sears Holdings Corporation (0798); Kmart Holding Corporation (3116); Kmart Operations LLC (6546); Sears Operations LLC (4331); Sears, Roebuck and Co. (0680); ServiceLive Inc. (6774); SHC Licensed Business LLC (3718); A&E Factory Service, LLC (6695); A&E Home Delivery, LLC (0205); A&E Lawn & Garden, LLC (5028); A&E Signature Service, LLC (0204); FBA Holdings Inc. (6537); Innovel Solutions, Inc. (7180); Kmart Corporation (9500); MaxServ, Inc. (7626); Private Brands, Ltd. (4022); Sears Development Co. (6028); Sears Holdings Management Corporation (2148); Sears Home & Business Franchises, Inc. (6742); Sears Home Improvement Products, Inc. (8591); Sears Insurance Services, L.L.C. (7182); Sears Procurement Services, Inc. (2859); Sears Protection Company (1250); Sears Protection Company (PR) Inc. (4861); Sears Roebuck Acceptance Corp. (0535); SR – Rover de Puerto Rico, LLC (f/k/a Sears, Roebuck de Puerto Rico, Inc.) (3626); SYW Relay LLC (1870); Wally Labs LLC (None); SHC Promotions LLC (9626); Big Beaver of Florida Development, LLC (None); California Builder Appliances, Inc. (6327); Florida Builder Appliances, Inc. (9133); KBL Holding Inc. (1295); KLC, Inc. (0839); Kmart of Michigan, Inc. (1696); Kmart of Washington LLC (8898); Kmart Stores of Illinois LLC (8897); Kmart Stores of Texas LLC (8915); MyGofer LLC (5531); Sears Brands Business Unit Corporation (4658); Sears Holdings Publishing Company, LLC. (5554); Sears Protection Company (Florida), L.L.C. (4239); SHC Desert Springs, LLC (None); SOE, Inc. (9616); StarWest, LLC (5379); STI Merchandising, Inc. (0188); Troy Coolidge No. 13, LLC (None); BlueLight.com, Inc. (7034); Sears Brands, L.L.C. (4664); Sears Buying Services, Inc. (6533); Kmart.com LLC (9022); Sears Brands Management Corporation (5365); and SRe Holding Corporation (4816). The location of the Debtors' corporate headquarters is 3333 Beverly Road, Hoffman Estates, Illinois 60179.

**NOTICE OF FILING**  
**SECOND AMENDMENT TO THE ASSET PURCHASE AGREEMENT**

**PLEASE TAKE NOTICE** that on January 18, 2019, Sears Holdings Corporation and its debtor affiliates, as debtors and debtors in possession in the above-captioned chapter 11 cases (the “**Debtors**”) filed the *Notice of Successful Bidder and Sale Hearing* (ECF No. 1730), which attached as an exhibit a copy of the executed asset purchase agreement between the Debtors and Transform Holdco LLC (the “**Buyer**”) dated January 17, 2019 (as amended, the “**Asset Purchase Agreement**”).<sup>2</sup>

**PLEASE TAKE FURTHER NOTICE** that on February 7, 2019, the Debtors filed a *Notice of Filing Amendment to the Asset Purchase Agreement* (ECF No. 2456).

**PLEASE TAKE FURTHER NOTICE** that on February 8, 2019, the Court in the above-captioned chapter 11 cases entered the *Order (I) Approving the Asset Purchase Agreement Among Sellers and Buyer, (II) Authorizing the Sale of Certain of the Debtors’ Assets Free and Clear of Liens, Claims, and Interests and Encumbrances, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts, and Leases in Connection Therewith and (IV) Granting Related Relief* (ECF No. 2507).

**PLEASE TAKE FURTHER NOTICE** that on April 12, 2019, the Debtors filed the *Notice of Amendment to Asset Purchase Agreement Extending Certain Deadlines* (ECF No. 3171).

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<sup>2</sup> Capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to such terms in the Asset Purchase Agreement.

**PLEASE TAKE FURTHER NOTICE** that attached hereto as **Exhibit A** is an executed version of the second amendment to the Asset Purchase Agreement dated as of May 10, 2019.

Dated: May 15, 2019  
New York, New York

/s/ Jacqueline Marcus  
WEIL, GOTSHAL & MANGES LLP  
767 Fifth Avenue  
New York, New York 10153  
Telephone: (212) 310-8000  
Facsimile: (212) 310-8007  
Ray C. Schrock, P.C.  
Jacqueline Marcus  
Garrett A. Fail  
Sunny Singh

*Attorneys for Debtors  
and Debtors in Possession*

**Exhibit A**

**Second Amendment to the Asset Purchase Agreement**

**AMENDMENT NO. 2 TO  
ASSET PURCHASE AGREEMENT**

This Amendment No. 2, dated as of May 10, 2019 (this “Amendment”), to the Asset Purchase Agreement (as amended, the “Purchase Agreement”), dated as of January 17, 2019, by and among Transform Holdco LLC, a Delaware limited liability company (together with any applicable Affiliated Designee, “Buyer”), Sears Holdings Corporation (“SHC” or the “Seller” and together with each of its Subsidiaries party to the Purchase Agreement, the “Sellers”) is entered into by and among Buyer and each Seller. Terms capitalized but not defined herein shall have the meanings given to such terms in the Purchase Agreement.

WHEREAS, Buyer and the Sellers have previously entered into the Purchase Agreement pursuant to which, among other things, Buyer has acquired or will acquire the Acquired Assets and has assumed or will assume the Assumed Liabilities on the terms and subject to the conditions set forth in the Purchase Agreement;

WHEREAS, Buyer and the Sellers have previously entered into that certain Amendment No. 1 to the Purchase Agreement dated as of February 11, 2019; and

WHEREAS, Buyer and the Sellers desire to amend the Purchase Agreement in accordance with Section 13.3 of the Purchase Agreement.

NOW, THEREFORE, in consideration of the foregoing, the representations, warranties, covenants and agreements set forth in the Purchase Agreement and this Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

**ARTICLE I AMENDMENTS**

SECTION 1.01. Schedule 1.1(o) (Operating Leases) of the Purchase Agreement is hereby amended to add the following at the end of such Schedule:

| <u>Store#</u> | <u>City</u>         | <u>State</u> | <u>Fee Type</u> |
|---------------|---------------------|--------------|-----------------|
| 1476          | Anchorage (Diamond) | AK           | Lease           |
| 1797          | Overland Park       | KS           | Lease           |
| 1706          | Lafayette           | LA           | Lease           |
| 6248          | Kahului             | HI           | Lease           |
| 25008         | Buffalo Grove       | IL           | Lease           |
| 25009         | Bridgeview          | IL           | Lease           |

| <u>Store#</u> | <u>City</u>  | <u>State</u> | <u>Fee Type</u> |
|---------------|--------------|--------------|-----------------|
| 25016         | Columbus     | OH           | Lease           |
| 2009          | Hanford      | CA           | Lease           |
| 87099         | Kent         | WA           | Lease           |
| 87719         | Auburn       | WA           | Lease           |
| 8786          | Jacksonville | FL           | Lease           |
|               | Lisle        | IL           | RE Agreement    |
|               | Greenville   | DE           | Lease           |

SECTION 1.02. Schedule 1.1(p) (Operating Owned Properties) of the Purchase Agreement is amended and clarified as follow:

(a) said Schedule 1.1(p) is hereby amended to add the following at the end of such Schedule:

| <u>Store#</u>   | <u>City</u> | <u>State</u> |
|---|-------------|--------------|
| 7756 (the owned lot associated with the Operating Leased Property having this Unit #) | Bishop      | CA           |
| 26731   | Dublin      | OH           |

(b) the reference to Store# 490 in Hoffman Estates, Illinois is hereby clarified to reflect that such reference includes all interest of Seller in the daycare building located on the same legal tax parcel.

SECTION 1.03. Schedule 6.6(a)(2) (Tenancies Applicable to Owned Real Property) is hereby amended to change the cell identifying "Tenant Sq. Ft." for Store #30961 from "1,546,815" to "Parking Lot".

SECTION 1.04. Schedule 6.6.(a)(4) (Licenses Applicable to the Owned Real Property or Lease Premises) of the Purchase Agreement is hereby amended to add the following at the end of such Schedule:

| <u>RE ID</u> | <u>City</u>   | <u>State/<br/>Locality</u> | <u>SHC Format</u> | <u>Close Date</u> | <u>Active Licensed Businesses in<br/>Store</u> |
|--------------|---------------|----------------------------|-------------------|-------------------|--|
| 1476         | Anchorage     | AK                         |                   |                   | Universal Vending                              |
| 1797         | Overland Park | KS                         |                   |                   | Universal Vending                              |
| 1706         | Lafayette     | LA                         |                   |                   | Universal Vending                              |

SECTION 1.05. Schedule 6.6(c)(2) (Tenancies Applicable to Leased Real Property) is hereby amended as follows:

(a) the cell identifying "Tenant Sq. Ft." for Store #30961 is changed from "Parking Lot" to "1,546,815".

(b) said Schedule 6.6(c)(2) is hereby amended to add the following at the end of such Schedule:

| <u>Store #</u> | <u>City</u>      | <u>ST</u> | <u>Tenant Legal Entity Name</u> | <u>Tenant Sq. Ft</u> | <u>Tenant Lease Year Executed</u> | <u>Tenant Lease Expiration Date</u> |
|----------------|------------------|-----------|---------------------------------|----------------------|-----------------------------------|-------------------------------------|
| 1598/26720     | City of Industry | CA        | Starbucks Corporation           | 2,400                | 2017                              | 2/28/2027                           |
| 1598/26720     | City of Industry | CA        | California Fish Grill, LLC      | 3,000                | 2015                              | 1/31/2026                           |
| 1598/26720     | City of Industry | CA        | CMM, LLC (Jimmy John's)         | 1,413                | 2015                              | 3/31/2027                           |
| 1598/26720     | City of Industry | CA        | Five Guys Properties, LLC       | 2,207                | 2016                              | 4/30/2027                           |

SECTION 1.06. Schedule 6.6.(c)(3)(B) (Security Deposits Applicable to the Leased Properties) of the Purchase Agreement is hereby amended to add the following at the end of such Schedule:

| <u>PS Unit#</u> | <u>Lease</u> | <u>City</u> | <u>State</u> | <u>Landlord/Tenant name</u> | <u>Paid (Received) Amount</u> |
|-----------------|--------------|-------------|--------------|-----------------------------|-------------------------------|
| 1476            |              | Anchorage   | AK           | Morrison Investments        | \$36,437.85                   |
| 1706            |              | Lafayette   | LA           | RB River IV LLC             | \$24,247.50                   |
| 25016           | 25016 44D    | Columbus    | OH           | Browning Polaris, LLC       | \$18,657.74                   |

## ARTICLE II MISCELLANEOUS

SECTION 2.01. This Amendment, the Purchase Agreement (including any Exhibits), and the other Transaction Documents contain all of the terms, conditions and

representations and warranties agreed to by the parties hereto relating to the subject matter of this Agreement and supersede all prior and contemporaneous agreements, understandings, negotiations, correspondence, undertakings and communications of the parties hereto or their representatives, oral or written, respecting such subject matter. The terms of this Amendment shall constitute a waiver of the Purchase Agreement only with respect to the specific amendments herein and shall in no way impair the rights of any Party in any other respect.

**SECTION 2.02.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same agreement, and shall become effective when one or more counterparts have been signed by each of the parties hereto and delivered to the other parties hereto. Delivery of an executed counterpart of a signature page to this Amendment by facsimile, email in “portable document format” (“.pdf”) form, or by other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing the original signature.

**SECTION 2.03.** Except as otherwise provided herein, the Purchase Agreement shall remain unchanged and in full force and effect. On and after the date hereof, each reference in the Purchase Agreement to “this Agreement”, “herein”, “hereof”, “hereunder” or words of similar import shall mean and be a reference to the Purchase Agreement as amended hereby, although it shall not alter the dates as of which any provision of the Purchase Agreement speaks. For example, phrases such as “as of the date hereof” and “as of the date of this Agreement” shall continue to refer to January 17, 2019, the date that the Purchase Agreement was originally executed.

**SECTION 2.04.** Article XIII of the Purchase Agreement shall, to the extent not already set forth in this Amendment, apply *mutatis mutandis* to this Amendment.

**[SIGNATURE PAGES FOLLOW]**

IN WITNESS WHEREOF, each of the parties hereto has caused this Amendment to be executed and delivered on its behalf by its duly authorized officer as of the date and year first written above.

**Transform Holdco LLC**

DocuSigned by:

By:   
Name: Edward S. Lampert  
Title:

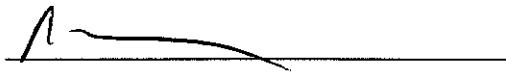
*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

[AM\_ACTIVE 401164656\_2]

67579260.5

**Sears Holdings Corporation**

By:



Name: Robert A. Riecker

Title: Chief Financial Officer

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Kmart Holding Corporation**

By:

Name: Robert A. Riecker

Title: Chief Financial Officer & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Kmart Operations LLC**

By:

Name: Robert A. Riecker

Title: Chief Financial Officer & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Operations LLC**

By: 

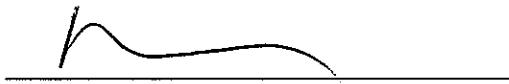
Name: Robert A. Riecker

Title: Chief Financial Officer & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears, Roebuck and Co.**

By:



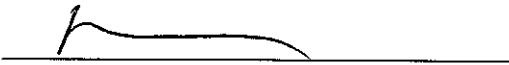
Name: Robert A. Riecker

Title: Chief Financial Officer, President &  
Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**ServiceLive, Inc.**

By:



Name: Robert A. Riecker

Title: Chief Financial Officer & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**SHC Licensed Business LLC**

By:



Name: Robert A. Riecker

Title: Chief Financial Officer of Kmart  
Corporation, its Member

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**A&E Factory Service, LLC**

By:



Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**A&E Home Delivery, LLC**

By:



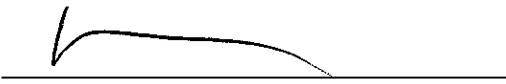
Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**A&E Lawn & Garden, LLC**

By:

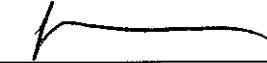


Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**A&E Signature Service, LLC**

By: 

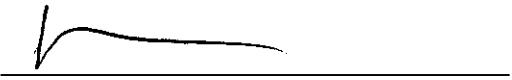
Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**FBA Holdings Inc.**

By:



Name: Robert A. Riecker

Title: Chief Financial Officer & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Innovel Solutions, Inc.**

By:

Name: Robert A. Riecker

Title: Chief Financial Officer & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Kmart Corporation**

By:



Name: Robert A. Riecker

Title: Chief Financial Officer & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**MaxServ, Inc.**

By:

Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Private Brands, Ltd.**

By:



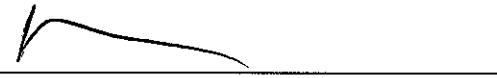
Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Development Co.**

By:



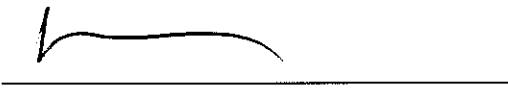
Name: Robert A. Riecker

Title: President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Holdings Management Corporation**

By:



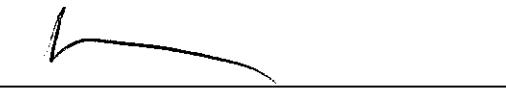
Name: Robert A. Riecker

Title: President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Home & Business Franchises, Inc.**

By:



Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Home Improvement Products, Inc.**

By:

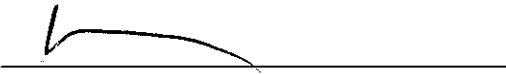
Name: Robert A. Riecker

Title: President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Insurance Services, L.L.C.**

By:



Name: Robert A. Riecker

Title: Chief Financial Officer

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Procurement Services, Inc.**

By:



Name: Robert A. Riecker

Title: Vice President

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Protection Company**

By:

Name: Robert A. Riecker

Title: Vice President

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Protection Company (PR), Inc.**

By:



Name: Robert A. Riecker

Title: Vice President

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Roebuck Acceptance Corp.**

By:

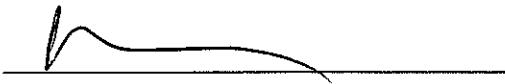
Name: Robert A. Riecker

Title: Chief Financial Officer & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears, Roebuck de Puerto Rico, Inc.**

By:



Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**SYW Relay LLC**

By:

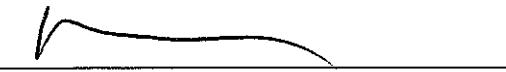
Name: Robert A. Riecker

Title: Chief Financial Officer of Sears,  
Roebuck and Co., its Member

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Wally Labs LLC**

By:



Name: Robert A. Riecker

Title: Vice President

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**SHC Promotions LLC**

By: 

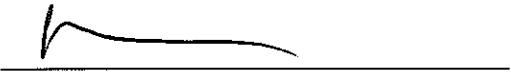
Name: Robert A. Riecker

Title: Chief Financial Officer

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Big Beaver of Florida Development, LLC**

By:



Name: Robert A. Riecker

Title: President

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**California Builder Appliances, Inc.**

By:

Name: Robert A. Riecker

Title: Chief Financial Officer & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Florida Builder Appliances, Inc.**

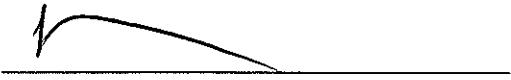
By:

Name: Robert A. Riecker  
Title: Chief Financial Officer & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**KBL Holding Inc.**

By:



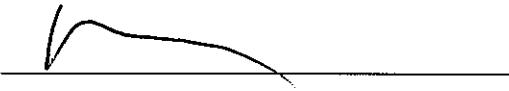
Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Kmart of Michigan, Inc.**

By:



Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Kmart of Washington LLC**

By:

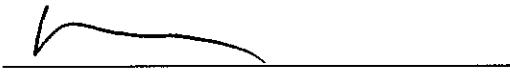
Name: Robert A. Riecker

Title: Chief Financial Officer of Kmart  
Corporation, its Member

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Kmart Stores of Illinois LLC**

By:



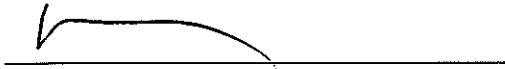
Name: Robert A. Riecker

Title: Chief Financial Officer of Kmart  
Corporation, its Member

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Kmart Stores of Texas LLC**

By:



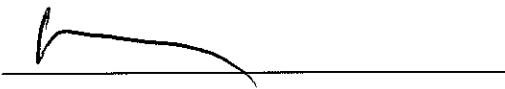
Name: Robert A. Riecker

Title: Chief Financial Officer of Kmart  
Corporation, its Member

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**MyGofer LLC**

By:

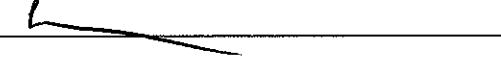


Name: Robert A. Riecker

Title: Chief Financial Officer of Kmart  
Corporation, its Member

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Brands Business Unit Corporation**

By: 

Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Holdings Publishing Company, LLC**

By:

Name: Robert A. Riecker

Title: Vice President

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Protection Company (Florida), L.L.C.**

By: 

Name: Robert A. Riecker

Title: Vice President

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**SHC Desert Springs, LLC**

By:

Name: Robert A. Riecker

Title: Chief Financial Officer of Kmart  
Corporation, its Member

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**SOE, Inc.**

By:



Name: Robert A. Riecker

Title: President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**StarWest, LLC**

By:

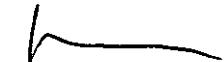
Name: Robert A. Riecker

Title: President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**STI Merchandising, Inc.**

By:



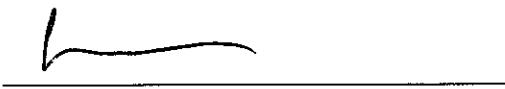
Name: Robert A. Riecker

Title: President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Troy Coolidge No. 13, LLC**

By:



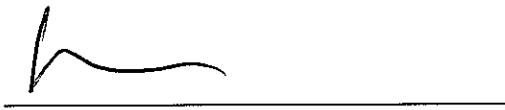
Name: Robert A. Riecker

Title: Chief Financial Officer of Kmart  
Corporation, its Member

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**BlueLight.com, Inc.**

By:



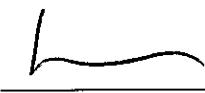
Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Brands, L.L.C.**

By:



Name: Robert A. Riecker

Title: Vice President & Manager

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Buying Services, Inc.**

By:

A handwritten signature in black ink, appearing to read "Robert A. Riecker". It is written over a horizontal line.

Name: Robert A. Riecker

Title: President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Kmart.com LLC**

By:

Name: Robert A. Riecker

Title: Vice President of BlueLight.com, its  
Member

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Brands Management Corporation**

By:

Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**KLC, Inc.**

By:



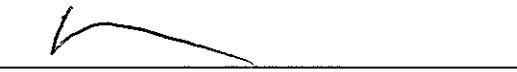
Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**SRe Holding Corporation**

By:



Name: Robert A. Riecker

Title: Vice President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**SRC Sparrow 2 LLC**

By:

Name: Robert A. Riecker

Title: President & Director

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*

**Sears Reinsurance Company Ltd.**

By:

Name: Wanette Vann

Title: Vice President

Its duly authorized officer

*[Signature Page to Amendment No. 2 to Asset Purchase Agreement]*